

WR-2783 sub 1

WR-4595 sub 0

February 28, 2024

RE: Hawthorne at St Marks (FKA St. Marks Point Apartments, FKA St. Marks Point Apartments)
WR-2783 Sub 0 Burlington St. Marks APT NC, LLC
WR-#### (unassigned as of the time of this letter) Grand Cypress St. Marks, LLC et. al.

To whom it may concern,

The attached filing for the above mentioned property is intended to end the docket number WR-2783 sub 0, and start a new filing for Grand Cypress St. Marks, LCC et.al. The property has changed owners several times in the last few years and the original entity is unavailable to sign the documents. The deed chain is included in the filing showing the changes from the original owner to the current.

Thank you,
Grant Forehand
727-725-7327

OFFICIAL COPY

Mar 04 2024

DOCKET NO. WR-- 4595 sub D
FILING FEE RECEIVED \$ 25.00

BEFORE THE NORTH CAROLINA UTILITIES COMMISSION

APPLICATION FOR CERTIFICATE OF AUTHORITY TO CHARGE FOR WATER AND/OR SEWER SERVICE AND FOR
APPROVAL OF RATES FOR APARTMENT COMPLEXES AND MANUFACTURED HOME PARKS

INSTRUCTIONS

If additional space is needed, supplementary sheets may be attached. If any section does not apply, write "not applicable".

APPLICANT

1. Name of owner Grand Cypress St. Marks, LLC et. al.
2. Business mailing address of owner 806 Green Valley Road, Suite 311
City and state Greensboro NC Zip code 27408
3. Business telephone number 336-275-9516 Business fax number _____
4. Business email address dswinarski@hrpliving.com

PROPOSED UTILITY SERVICE AREA

5. Name of Apartment Complex or Manufactured Home Park Hawthorne at St Marks (FKA St. Marks Point Apartments)
6. County (or counties) Alamance
7. Type of Service (Water and/or Sewer) Water and Sewer
8. Supplier of purchased water City of Burlington
9. Supplier of purchased sewage treatment City of Charlotte
10. Number of customers - Water 183 Sewer 183
11. Number of customers that can be served (including present customers, vacant units or lots, etc.):
Water 183 Sewer 183
12. For manufactured home parks, are all lots to be served owned by the Applicant? (yes or no) NA

PROPOSED RATES

(Amount Applicant Proposes to Charge)

13. Water usage rate (not to exceed supplier's unit consumption rate): \$3.69
14. Sewer usage rate (not to exceed supplier's unit consumption rate): \$5.58
15. Are the usage rates listed above per ccf or per 1,000 gallons? per 1,000 gallons
16. Monthly administrative fee: \$3.75 Admin
(NOTE: NCUC Rule R18-6(a) specifies that no more than \$3.75 may be added to the cost of purchased water and sewer service as an administrative fee to compensate the provider for meter reading, billing, and collection. An additional administration fee amount may be requested to compensate the provider for administrative fees imposed by the supplier)
17. Bills past due 25 days after billing date (NCUC Rule R18-7(d) specifies that bills shall not be past due less than twenty-five (25) days after billing date).

PERSONS TO CONTACT

- | | <u>NAME</u> | <u>ADDRESS</u> | <u>TELEPHONE</u> |
|--|------------------------|--|--------------------|
| 18. Management Company | Hawthorne Residential | 806 Green Valley Rd #311, Greensboro, NC | 27408 336-275-9511 |
| 19. Complaints or Billing | NES | 604 Packard Ct suite A Safety Harbor FL | 34694 800 488-1748 |
| 20. Emergency Service | Hawthorne at St. Marks | 1094 Forman Ln, Burlington NC | 27215 336-568-7630 |
| 21. Filing and Payment of Regulatory Fees to Utilities Commission | Hawthorne Residential | 806 Green Valley Rd #311, Greensboro NC | 27408 336-275-9511 |

REQUIRED EXHIBITS

1. If the Applicant is a corporation, LLC, LP, etc., enclose a copy of the certification from the North Carolina Secretary of State (Articles of Incorporation or Application for Certificate of Authority for Limited Liability Company, etc.). **(Must match name on Line 1 of application.)**
2. If the Applicant is a partnership, enclose a copy of the partnership agreement. **(Must match name on Line 1 of application.)**
3. Enclose a copy of a Warranty Deed showing that the Applicant has ownership of all the property necessary to operate the utility. **(Must match name on Line 1 of application.)**
4. Enclose a vicinity map showing the location of the apartment complex or manufactured home park in sufficient detail for someone not familiar with the county to locate the apartment complex or manufactured home park. (A county roadmap with the apartment complex or manufactured home park outlined is suggested.)
5. Enclose maps of the apartment complex or manufactured home park in sufficient detail to show the layout of streets, apartment buildings or manufactured home lots, and water and/or sewer mains.
6. Enclose a copy of the supplier's schedule of rates that will be charged to the provider for purchased water.
7. Enclose a copy of the supplier's schedule of rates that will be charged to the provider for purchased sewage treatment.
8. Enclose a copy of any agreements or contracts that the Applicant has entered into covering the provision of billing and collecting and meter reading services to the apartment complex or manufactured home park.
9. If the provider is requesting to include the supplier's administrative fee in its administrative fee, enclose an exhibit listing the master meters serving the apartment complex or mobile home park, indicating for each master meter the size of the meter. Apartment complexes should also indicate the number of apartment buildings served by the meter, and the number of apartments in each apartment building.

FILING INSTRUCTIONS

10. Submit one (1) original application with required exhibits and original notarized signature to: [USPS address] **Chief Clerk's Office, North Carolina Utilities Commission, 4325 Mail Service Center, Raleigh, North Carolina 27699-4325**, or [overnight delivery at street address] **Chief Clerk's Office, North Carolina Utilities Commission, 430 North Salisbury Street, Raleigh, North Carolina 27603**. Provide a self-addressed stamped envelope, plus an additional copy, if a file-stamped copy is requested by the Applicant.
11. Enclose a filing fee as required by G. S. §62-300. A Class A company (annual revenues of \$1,000,000 or more) requires a \$250 filing fee. A Class B company (annual revenues between \$200,000 and \$1,000,000) requires a \$100 filing fee. A Class C company (annual revenues less than \$200,000) requires a \$25 filing fee. **MAKE CHECK PAYABLE TO N.C. DEPARTMENT OF COMMERCE/UTILITIES COMMISSION.**

SIGNATURE

12. Application shall be signed and verified by the Applicant.

Signature

Date

13. (Typed or Printed Name)

personally appearing before me and, being first duly sworn, says that the information contained in this application and in the exhibits attached hereto are true to the best of his/her knowledge and belief.



This the 29 day of Feb, 2024

Notary Public

June 22, 2025

My Commission Expires:

Date

SOSID: 2729420
Date Filed: 10/25/2023 11:35:00 AM
Elaine F. Marshall
North Carolina Secretary of State
C2023 298 00124

OFFICIAL COPY

Mar 04 2024

1. The name of the limited liability company is: Hawthorne-Midway St. Marks, LLC
(See Item 1 of the Instructions for appropriate entity designation)
2. The name and address of each person executing these articles of organization is as follows: (State whether each person is executing these articles of organization in the capacity of a member, organizer or both by checking all applicable boxes.) **Note: This document must be signed by all persons listed.**

Name	Business Address	Capacity
<u>Jason R Mirmelstein</u>	<u>- 605 Chestnut Street, Suite 1700 Chattanooga TN, 37450-0019 United States</u>	<input type="checkbox"/> Member <input checked="" type="checkbox"/> Organizer
<u> </u>	<u> </u>	<input type="checkbox"/> Member <input type="checkbox"/> Organizer
<u> </u>	<u> </u>	<input type="checkbox"/> Member <input type="checkbox"/> Organizer

Number and Street 806 Green Valley Road, Suite 311

City Greensboro State: NC ZipCode: 27408-7076 County: Guildford

Number and Street _____

City _____ State: NC Zip Code: _____ County: _____

City: Greensboro State: NC Zip Code: 27408-7076 County: Guildford

The mailing address, if different from the street address, of the principal office of the company is:

Number and Street: _____

City: _____ State: _____ Zip Code: _____ County: _____

b. ☐ The limited liability company does not have a principal office.

7. Any other provisions which the limited liability company elects to include (e.g., the purpose of the entity) are attached.

8. **(Optional):** Listing of Company Officials (See instructions on the importance of listing the company officials in the creation document.

Name	Title	Business Address

9. **(Optional):** Please provide a business e-mail address: Privacy Redaction
The Secretary of State's Office will e-mail the business automatically at the address provided above at no cost when a document is filed. The e-mail provided will not be viewable on the website. For more information on why this service is offered, please see the instructions for this document.

10. These articles will be effective upon filing, unless a future date is specified:

This is the 25th day of October, 2023.

Jason R Mirmelstein

Signature

Jason R Mirmelstein Organizer

Type or Print Name and Title

The below space to be used if more than one organizer or member is listed in Item #2 above.

Signature

Signature

Type or Print Name and Title

Type or Print Name and Title

NOTE:

1. Filing fee is \$125. This document must be filed with the Secretary of State.



Doc ID: 013859900004 Type: CRP
Recorded: 10/15/2021 at 11:04:50 AM
Fee Amt: \$26.00 Page 1 of 4
Revenue Tax: \$0.00
Alamance, NC
David Barber Register of Deeds

BK **4244** PG **756-759**

OFFICIAL COPY

Mar 04 2024

This instrument prepared by: Isaacson Isaacson Sheridan Fountain & Leftwich, LLP, a licensed North Carolina attorney,
Delinquent taxes, if any, to be paid by the
closing attorney to the County Tax Collector
upon disbursement of closing proceeds.

QUIT CLAIM DEED

Excise Tax: NTC

Parcel Identifier No. 107083 and 107085 Verified by Alamance County on the ____ day of October, 2021
By: _____

Return to: Grantee.

Prepared by: Jennifer N. Fountain, Isaacson Sheridan, 804 Green Valley Rd., Ste. 200, Greensboro, NC 27408

Brief description for the Index: 1168 and 1172 St. Marks Church Road, Burlington

THIS DEED made this 15th day of October, 2021, by and between:

GRANTOR

BURLINGTON ST. MARKS APT NC LLC,
a North Carolina limited liability company
701 Green Valley Road, Suite 101
Greensboro, NC 27408

GRANTEE

ST. MARKS CROSSING, LLC, a North Carolina
limited liability company
454 BLACK ANKLE Rd.
Sta, N.C 27354

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors,
and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

NOW, THEREFORE WITNESSETH, that the Grantor, for and in consideration of One Dollar and
other good and valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has
and by these presents does hereby give, grant, quitclaim, and convey unto Grantee in fee simple any and all
interest Grantor may have in the following described Property situated in Boone Station Township, City of
Burlington, Alamance County, North Carolina, described as follows:

See "Exhibit A" attached hereto and incorporated herein

The property hereinabove described was acquired by Grantor by instrument recorded in Book 3842, Page 0497,
Alamance County Registry.

A map showing the above described property is recorded in Plat Book 44, Page 187.

All or a portion of the property herein conveyed ____ includes or X does not include the primary residence of a Grantor.

TO HAVE AND TO HOLD the interest in the above-described premises, with all privileges and appurtenances thereto belonging to the Grantee, free and discharged from all right, title, claim or interest of Grantor.

Grantor makes no warranty, express or implied, as to title to the Property described in Exhibit A.

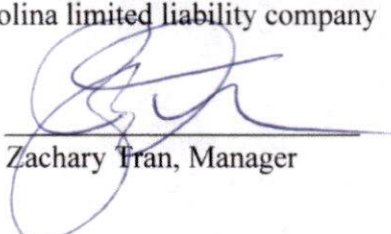
[SIGNATURE ON NEXT PAGE]

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

GRANTOR:

BURLINGTON ST. MARKS APT NC, LLC, a North
Carolina limited liability company

By: BURLINGTON ST. MARKS APT
MANAGEMENT NC, LLC, a North
Carolina limited liability company

By: 
Zachary Tran, Manager

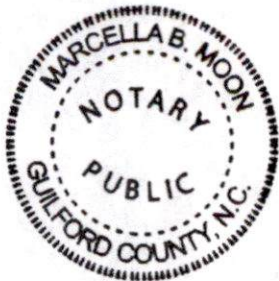
State of North Carolina
County of Guilford

I, the undersigned Notary Public of the County of Guilford and State aforesaid, certify that Zachary Tran personally came before me this day and acknowledged to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Witness my hand and Notarial stamp or seal, this 11th day of October, 2021.

My Commission Expires: 07/10/2023

(Affix Seal Below)





Marcella B. Moon Notary Public
Notary's Printed or Typed Name

EXHIBIT A**LEGAL DESCRIPTION**

Located in Alamance County, Boone Station Township, described as follows:

Tract 1:

A tract of land in Boone Station Township, City of Burlington, Alamance County, NC and BEING ALL OF LOT ONE (1), containing .91 acres, more or less, as shown on that certain plat entitled "Final Map, Division of Property of W. Vastene Overman and Irene Sharpe Overman," prepared by Wayne B. Perry, Sr., Registered Land Surveyor, dated October 7, 1991, which plat is duly recorded in Plat Book 44 at page 187 of the Alamance County Registry, and to which plat reference is hereby made for a more complete description.

Tract 2:

BEING ALL OF LOT TWO (2) containing 6.103 acres, more or less, as shown on the "Final Map, Division of Property of W. Vastene Overman and wife, Irene Sharpe Overman," prepared by Wayne B. Perry, Sr., Registered Land Surveyor, dated October 7, 1991, which plat is duly recorded in Plat Book 44, at Page 187 of the Alamance County Registry.

Also conveyed with the Tract 1 and Tract 2 described above are all of the rights, title and interest in the appurtenant easement conveyed to Burlington St. Marks APT NC, LLC by the State Employees Credit Union recorded in Book 3852, Page 391 of the Alamance County Registry.

BK 4540 PG 23 - 27

OFFICIAL COPY

Mar 04 2024

SPECIAL WARRANTY DEED

This instrument prepared by: Patrick Lineberry, a licensed North Carolina attorney.

Delinquent taxes, if any, are to be paid by the closing attorney to the county tax collector upon disbursement of closing proceeds.

Excise Tax \$72,000.00 (Alamance Co.) | Recording Time, Book and Page

Parcel Identifier No. 8844-87-1599 and 8844-87-4697 (Alamance County)

Mail after recording to: Chambliss, Bahner & Stophel, P.C.
605 Chestnut Street, Suite 1700
Chattanooga, TN 37450
Attn: Michael J. Stewart

Brief description for the Index The Pointe at St. Marks Apartments

THIS DEED made this 15th day of December, 2023, by and between

GRANTOR

ST. MARKS CROSSING, LLC,
a North Carolina limited liability company
c/o Tuggle Duggins P.A.
400 Bellemeade Street, Ste. 800
Greensboro, NC 27401
Attn: Nathan Duggins

GRANTEE

GRAND CYPRESS ST. MARKS, LLC
a Delaware limited liability company,
as to a 63.3320% tenant-in-common interest
c/o Hawthorne Residential Partners, LLC
806 Green Valley Road, Suite 311
Greensboro, NC 27408

HAWTHORNE-MIDWAY ST. MARKS,
LLC, a North Carolina limited liability
company, as to a 36.6680% tenant-in-
common interest
c/o Hawthorne Residential Partners, LLC
806 Green Valley Road, Suite 311
Greensboro, NC 27408

submitted electronically by "Chicago Title Company, LLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Alamance County Register of Deeds.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that Grantor, for a valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey in fee simple unto Grand Cypress St. Marks, LLC, a 63.3320% interest, and Hawthorne-Midway St. Marks, LLC, a 36.6680% interest, as tenants in common, all that certain lots or parcels of land situated in Alamance County, North Carolina, and more particularly described as follows:

SEE EXHIBIT "A"

The property hereinabove described was acquired by Grantor by deed recorded in Book 4244, Page 752 and in Book 4244, Page 756, in the Alamance County, North Carolina Register of Deeds Office.

All or a portion of the Property herein conveyed ____ includes or X does not include the primary residence of Grantor.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to Grantee in fee simple.

And Grantor covenants with Grantee that Grantor is seized of the property hereinabove described in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances except for the exceptions to title set forth on EXHIBIT "B", and that Grantor will warrant and defend the title against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise.

[remainder of page intentionally left blank; execution page follows]

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the day and year first above written.

GRANTOR:

ST. MARKS CROSSING, LLC,
a North Carolina limited liability company

By: Richard Kern
Name: Richard Kern
Title: Manager

STATE OF NORTH CAROLINA

COUNTY OF Guilford

I certify that Richard Kern personally appeared before me this day, each acknowledging to me that he is the Manager of ST. MARKS CROSSING, LLC, a North Carolina limited liability company and that he signed the foregoing document as an authorized act and on behalf of the company.

Date: Dec 13, 2023

Sheila M. Duckett
Notary Public Signature
Printed/Typed Name: Sheila M. Duckett

My Commission Expires: 12-16-25

[Notary]

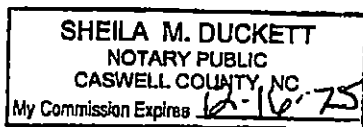


EXHIBIT A
TO
SPECIAL WARRANTY DEED

LEGAL DESCRIPTION

Located in Alamance County, Boone Station Township, described as follows:

Tract 1:

BEING ALL OF LOT ONE (1), containing 0.91 acres, more or less, as shown on that certain plat entitled "Final Map, Division of Property of W. Vastene Overman and Irene Sharpe Overman," prepared by Wayne B. Perry, Sr., Registered Land Surveyor, dated October 7, 1991, which plat is duly recorded in Plat Book 44 at page 187 of the Alamance County Registry, and to which plat reference is hereby made for a more complete description.

Tract 2:

BEING ALL OF LOT TWO (2) containing 6.103 acres, more or less, as shown on the "Final Map, Division of Property of W. Vastene Overman and wife, Irene Sharpe Overman," prepared by Wayne B. Perry, Sr., Registered Land Surveyor, dated October 7, 1991, which plat is duly recorded in Plat Book 44, at Page 187 of the Alamance County Registry.

TOGETHER with all rights, title, easements and interest conveyed in that North Carolina Deed of Easement recorded in Book 3852, page 391 of the Alamance County Registry.

**EXHIBIT B
TO
SPECIAL WARRANTY DEED**

EXCEPTIONS

1. Taxes or assessments for the year 2024, and subsequent years, not yet due or payable.
2. Matters shown on the survey titled "ALTA/NSPS Land Title Survey of St. Marks Church Road Multifamily" prepared by John H. Chandler (PLS L-4399) with Chandler Land Surveying dated July 13, 2023, last revised December 5, 2023 (Project No. 2022242).
3. Any right, easement, setback, interest, claim, encroachment, encumbrance, violation, variations or other adverse circumstance affecting the Title disclosed by plat(s) recorded in Plat Book 44, page 187 in the Alamance County Registry.
4. Any right, easement, setback, interest, claim, encroachment, encumbrance, violation, variations or other adverse circumstance affecting the Title disclosed by plat(s) recorded in Plat Book 67, page 83; and Plat Book 68, page 132 in the Alamance County Registry.
5. Easement to Duke Energy Carolinas, LLC recorded in Book 4021, page 1 in the Alamance County Registry.
6. Right-of-Way Deed to Duke Power Company recorded in Book 119, page 466 in the Alamance County Registry.
7. Right-of-Way Deed to Duke Power Company recorded in Book 199, page 102 in the Alamance County Registry.
8. Easement(s) to Duke Power Company recorded in Book 681, page 910 in the Alamance County Registry.
9. Permanent Utility Easement to the Department of Transportation recorded in Book 3781, page 615 in the Alamance County Registry.
10. Terms and conditions of the North Carolina Deed of Easement recorded in Book 3852, page 391 in the Alamance County Registry, and rights of others in and to the use of the easements described therein.
11. Rights of tenants in possession, as tenants only, under unrecorded residential leases.
12. Grant of Easement for Encroachment by and between St. Marks Crossing, LLC and Maple View, Inc. recorded in Book 4529, Page 762 in the Alamance County Registry.

**State of North Carolina
Department of the Secretary of State**

SOSID: 2729525
Date Filed: 10/25/2023 12:43:00 PM
Elaine F. Marshall
North Carolina Secretary of State
C2023 298 00405

OFFICIAL COPY

Mar 04 2024

**APPLICATION FOR CERTIFICATE OF AUTHORITY
FOR LIMITED LIABILITY COMPANY**

Pursuant to §57D-7-03 of the General Statutes of North Carolina, the undersigned limited liability company hereby applies for a Certificate of Authority to transact business in the State of North Carolina, and for that purpose submits the following:

1. The name of the limited liability company is Grand Cypress St. Marks, LLC;

and if the limited liability company name is unavailable for use in the State of North Carolina, the name the limited

liability company wishes to use is _____.

2. The state or country under whose laws the limited liability company was formed is DE, United States.

3. Principal office information: (Select either a or b.)

a. ☒ The limited liability company has a principal office.

The principal office telephone number: (336) 553-1468.

The street address and county of the principal office of the limited liability company is:

Number and Street: 806 Green Valley Road, Suite 311

City: Greensboro State: NC Zip Code: 27408-7076 County: Guilford

The mailing address, *if different from the street address*, of the principal office of the corporation is:

Number and Street: _____

City: _____ State: _____ Zip Code: _____ County: _____

b. ☐ The limited liability company does not have a principal office.

4. The name of the registered agent in the State of North Carolina is: Samantha Davenport.

5. The street address and county of the registered agent's office in the State of North Carolina is:

Number and Street: 806 Green Valley Road, Suite 311

City: Greensboro State: NC Zip Code: 27408-7076 County: Guilford

6. The North Carolina mailing address, *if different from the street address*, of the registered agent's office in the State of North Carolina is:

Number and Street: _____

City: _____ State: NC Zip Code: _____ County: _____

APPLICATION FOR CERTIFICATE OF AUTHORITY

Page 2

7. The names, titles, and usual business addresses of the current company officials of the limited liability company are:
(use attachment if necessary) (This document must be signed by a person listed in item 7.)

<u>Name</u>	<u>Title</u>	<u>Business Address</u>
Stephen J Swiatkiewicz	Manager	270 Lafayette Street, Suite 409 New York NY, 10012-3385 United States

8. Attached is a certificate of existence (or document of similar import), duly authenticated by the secretary of state or other official having custody of limited liability company records in the state or country of formation. **The Certificate of Existence must be less than six months old. A photocopy of the certification cannot be accepted.**
9. If the limited liability company is required to use a fictitious name in order to transact business in this State, a copy of the resolution of its managers adopting the fictitious name is attached.
10. (Optional): Please provide a business e-mail address: Privacy Redaction.
The Secretary of State's Office will e-mail the business automatically at the address provided above at no cost when a document is filed. **The e-mail provided will not be viewable on the website.** For more information on why this service is offered, please see the instructions for this document.
11. This application will be effective upon filing, unless a delayed date and/or time is specified: _____.

This the 25th day of October, 2023

Grand Cypress St. Marks, LLC
Name of Limited Liability Company

Stephen J Swiatkiewicz Manager
Signature of Company Official

Stephen J Swiatkiewicz Manager
Type or Print Name and Title

Notes:

1. Filing fee is \$250. This document must be filed with the Secretary of State.

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "GRAND CYPRESS ST. MARKS, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-FIFTH DAY OF OCTOBER, A.D. 2023.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "GRAND CYPRESS ST. MARKS, LLC" WAS FORMED ON THE TWENTY-FOURTH DAY OF OCTOBER, A.D. 2023.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN ASSESSED TO DATE.



2530662 8300

SR# 20233809225

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Jeffrey W. Bullock, Secretary of State

Authentication: 204444073

Date: 10-25-23

OFFICIAL COPY

Mar 04 2024



SERVICE AGREEMENT

This Service Agreement ("Agreement") is made and entered into this 6/21/2022 day of June, 2022, by and between **Richard Kern** ("Owner") and National Exemption Service, LLC ("NES").

PARTIES	
"NES"	National Exemption Service, LLC
"Owner"	Richard Kern
PROPERTY INFORMATION	
Property Name	The Pointe at Saint Marks
No. of Units	183
Property Manager (if any)	
Property Address	1094 Foreman Lane, Burlington, NC 27315
Federal Employer Identification Number	
Date Issued	June 21st, 2022 cbm

For valuable consideration the parties agree to the following terms and conditions:

TERMS AND CONDITIONS

I. Introduction. NES is an independent contractor engaged in the business of installing and servicing water, gas, and electric meters, and operating a billing service.

II. Monthly Billing and Reporting. NES shall provide monthly billing and reporting service as follows:

A. **Billing Service.** NES shall bill the Resident of each Unit ("Resident") on a monthly basis. Owner shall use every good faith effort to timely notify NES of all changes in Resident status caused by move-ins, move-outs and Resident transfers, etc. Owner shall provide to NES copies of, or online access to, each bill or bills rendered by utility providers to Property for the utilities listed below.

Metered Charges. NES shall read each Unit's meter and bill the Resident of each Unit the following charges: Water/Sewer.

B. **Reporting Service.** NES shall furnish to Owner a monthly composite report of individual Unit charges. NES may provide such services via email, website, or U.S. Mail.

C. Collection Service. Resident payments are to be made at the management office of the Property. NES shall invoice Owner monthly for NES' Monthly Customer Billing Fee, Set-Up Fees, Move Out Fees, and Postage. Interest at the rate of 1.5% per month, 18% per annum, will be added to invoices outstanding more than thirty (30) days.

D. Equipment Repairs. Owner is responsible for the cost of any repairs, parts and labor necessary to achieve accurate reads on the property (i.e., replacing faulty or defective parts, rewiring, reprogramming, etc.). NES shall make any necessary repairs or Equipment replacements with Owner's approval, and will bill Owner accordingly. Term on invoices for repairs is net thirty (30) days.

III. Customer Billing Fee. NES shall be paid a fee of Three and 75/100 dollars (\$3.75), per Unit, per month, added to a Resident's bill, where lawful ("Customer Billing Fee"). The Customer Billing Fee shall be subject to annual increases tied to the Consumer Price Index (The All-Urban Consumer U.S. City Average, All Items, 1982-84 = 100).

A. Ancillary Services. Any other ancillary services, such as refuse, cable, rent, etc., can be added at any time for an additional fifty cents (\$0.50) per Unit, per month, per ancillary service added to the Customer Billing Fee.

B. Data Acquisition, Storage and Hosting. NES shall be paid a fee of Thirty Five and 00/100 dollars (\$35.00), per month, for Data Acquisition, Storage and Hosting fee ("DASH").

IV. Equipment (Miscellaneous). During the term of this Agreement, Owner must have or provide in good working order any fixtures, tests, or devices, at Owner's, expense that may be required by law or to facilitate the reading of the meters.

V. Term. This Agreement shall become effective on the date hereof and shall be for an initial term ("Initial Term") of Twenty-Four (24) months, unless otherwise terminated as provided in this Agreement. The Term of this Agreement shall commence with the first Billing Service performed by NES under this Agreement. This Agreement shall be automatically renewed for succeeding terms of Twelve (12) months unless Owner or NES provides a termination notice received by the other party Sixty (60) days prior to this Agreement's expiration. This termination notice must be delivered to the other party via email, courier service, or sent by U.S. Postal Service certified mail, with return receipt requested.

INDEPENDENT TERMS AND PROVISIONS

VI. Independent Terms and Provisions. The terms and provisions enumerated in this section shall be construed as independent of other term or provisions in this Agreement or any other agreement which the parties may have, fully performed and not executory, and the existence of any claim or cause of action by Owner against NES, whether predicated upon another term or provision of this Agreement or otherwise, shall not constitute a defense to the enforcement by NES of any other term or provision. The following terms and provisions shall be subject to this section: Equipment Installation, Monthly Billing and Reporting, Collection Service, Maintenance of Meters, Exclusive Right, and the Agreement.

A. Independent Contractor. NES is an independent contractor to the Owner for the operation of a submetering system at the Property, and as such, Owner understands it may not exercise any control over NES, its employees, or contractors with regard to NES' policies for handling Resident affairs as long as it doesn't adversely affect the operation of the property.

B. Interruption of Service. State laws specifically prohibit Owner or NES from either having the authority to or the right to request, cause, or require certain interruptions of service to any Resident. Owner will be responsible for compliance and filing obligations required by all such laws.

C. Exclusive Right. NES shall have the sole right to provide billing service to the Property for the full term of this Agreement absent termination as provided for herein.

D. Postage, Shipping/Handling. Postage and Shipping/Handling is additional and added at the prevailing rate.

E. Irrevocable License. Owner hereby grants NES the irrevocable license to enter the Property at reasonable times as necessary, for as long as this Agreement is in effect.

F. Indemnification Agreements. Any damage to the Equipment caused by Resident, Owner, its employees, agents or contractors shall be repaired by Owner at its expense. If Equipment is not repaired in thirty (30) days, NES shall make such repairs and Owner shall pay a reasonable amount to NES for its time and materials in effecting such repairs.

G. Service Limitations. NES assumes no responsibility for, and shall not be liable for, any interruption of service to the Property arising from acts of God, labor disputes, civil insurrection, vandalism, or other acts beyond NES' control. NES shall not be liable for any interruption of service to the Property arising from an action of any governmental agency.

H. Property Access. NES shall use good faith efforts to minimize interference with Residents' use of Property. Upon reasonable notice, Owner shall provide an employee or another authorized person to accompany NES, its employees, or contractors, into any Unit, and take such reasonable steps to assure clear access to desired locations as NES, its employees, or contractors deem necessary.

I. Equipment Ownership and Option to Purchase. All Equipment supplied by NES is initially the personal property of NES. Upon payment in full, all Equipment shall become the property of Owner. In the event this Agreement is disavowed, as provided for by law, Owner, as the case may be shall immediately pay the unpaid portion of the Contract Price, and failure to pay shall entitle NES to exercise any and all remedies outlined in this Agreement. NES shall have and may exercise after demand any and all the rights and the remedies granted to a secured party upon default under the Uniform Commercial Code as in force in the State of Florida on the date hereof.

10/11

10/11

J. Removal of Equipment. Upon termination of this Agreement, for any reason, unless Owner purchases Equipment, NES shall deactivate, at its expense, all of the Equipment in any practical manner, and may, within ninety (90) days after termination of this Agreement, remove all of the Equipment from the Property, at NES option and expense. Once Owner pays the amounts set forth in this Agreement and the Equipment shall be the property of the Owner and NES shall not remove the same without Owner's written consent.

1. If NES fails to remove the Equipment from the Property within the ninety (90) days, NES shall have forfeited all right, title, and interest in and to Equipment. Owner may retain the Equipment, free and clear of all right, title, or interest of NES, or dispose of the Equipment, at Owner's option, without notice to, or consent of, NES.
2. If NES exercises its option to remove the Equipment, NES shall restore proper connections where Equipment is removed.

K. Non-Waiver. No waiver by NES of any violation or breach of any of the terms, provisions, and covenants in this Agreement shall be deemed or construed to constitute a waiver of any other or subsequent violation or breach of any of the terms, provisions, and covenants herein contained. Forbearance by NES to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of any other or subsequent violation or default.

L. Default/Attorney Fees. In the event any disputes between Owner and NES arising out of the Agreement should result in litigation, including appeals, the prevailing party shall be entitled to recover all costs thereof, including, without limitation, reasonable attorney fees, from the non-prevailing party.

1. If NES defaults in making any payment to Owner hereunder when due, and if NES fails to cure such default within twenty (20) days after Owner gives written notice to NES of such default, then Owner may terminate this Agreement at any time by giving written notice of termination to NES.
2. If Owner defaults in making any payment to NES hereunder when due, and if Owner fails to cure such default within twenty (20) days after NES gives written notice to Owner of such default with a copy to the Owner and the Owner fails to cure any default as required under Section VI. L 3 below, then NES may (but shall not be obligated) at any time thereafter, with or without notice or demand and without limiting NES in the exercise of any right or remedy which NES may have by reason of such default or breach:
 - a. Terminate this Agreement as to the Owner, and in such event, NES shall be entitled to recover from the Owner, as the case may be, all damages incurred by NES by reason of Owner's default, including accrued Customer Billing Fees, unpaid portions of the Purchase Price, and reasonable attorney's fees.
 - b. In the event the Contract Price has not been paid in full, recover possession of the Equipment within ninety (90) days following NES termination of this Agreement as to the defaulting Owner, as the case may be.
 - c. Declare the Customer Billing Fee and charges due by that defaulting Owner hereunder immediately due and payable, and thereupon the Customer Billing Fee and all fixed charges to the end of the term shall thereupon be accelerated, and NES may, at once, take action to collect the same by distress or otherwise.
 - d. Pursue any other remedy now or hereafter available to NES under state or federal laws or judicial decisions.

112
1/11

112
GB

3. If the Owner fails to cure any default as set forth in Section VI. L 2 above, or if the Owner fails to cure a default of its failure to timely pay NES any payment to NES hereunder when due then, within twenty (20) days after NES gives written notice to Owner of such default, then NES may terminate this Agreement as to future services at any time by giving written notice of termination to Owner. Termination of this Agreement under this Section does not alter the right and obligations of the parties pursuant to this Agreement prior to such termination.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any fee or other monetary obligation due to NES hereunder or of any damages accruing to NES by reason of the violation of any of the terms, provisions and covenants herein contained. NES' acceptance of delinquent fees due hereunder shall not be construed as NES' waiver of such event of default. No waiver by NES of any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed or construed to constitute a waiver of any other or subsequent violation or breach of any of the terms, provisions, and covenants herein contained. Forbearance by NES to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of any other or subsequent violation or default. Unpaid installments of the Contract Price, Customer Billing Fee or other unpaid monetary obligations of the Owner under the terms hereof shall bear interest from the date due at the highest rate allowed by law.

M. Changes in Ownership or Management. Owner agrees that it will notify NES within twenty (20) days from knowledge of the actual or likely transfer of any management, control, legal or beneficial ownership, bankruptcy, liquidation, foreclosure, or other action affecting the ownership of the Property. Owner agrees that failure to provide such notice shall cause it to be liable for any damages permitted under this Agreement even if such liability would otherwise be transferred or assigned to a subsequent third party.

N. Notices. Any communication, other than normal monthly reports and checks from NES to Owner, required or permitted under this Agreement shall be made in writing, and as elected by the party giving the Notice, delivered personally by messenger, courier service, Federal Express or other reputable overnight courier, or sent by U.S. Postal Service certified mail, with return receipt requested, as follows:

a) In the case of Owner, address to:
4511 Happy Hollow Rd
Asheboro NC 27305
NC 27205
Attention: Richard Kerni

b) In the case of NES, address to:
National Exemption Service, LLC
604 Packard Court, Suite A
Safety Harbor, FL 34695
Attention: Gerald P. Baker, President

An address is required for the Notices. If these fields are left blank, NES shall use the Property Name and address as the default".

O. Construction. The parties acknowledge that each party and its counsel have participated in the negotiation and preparation of this Agreement and that the normal rule of construction to the effect that any ambiguities are to be against the drafting party shall not be employed in the interpretation or construction of this Agreement or any amendments hereto.

100
DA

100
GB

P. Miscellaneous.

1. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one instrument.
2. Entire Agreement. This Agreement and any attached Exhibits, which are by this reference incorporated herein, and all documents in the nature of such exhibits, when executed, contain the entire written or oral understandings. Please note all fees are subject to change without notice.
3. Governing Law. This Agreement shall be construed and interpreted in accordance with, shall be governed by, and shall be enforced in all respects according to the laws of the State of Florida. Each party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against any other party in any way arising from or relating to this Agreement and all contemplated transactions, in any forum other than the Sixth Judicial Circuit of the State of Florida, in and for Pinellas County, Florida, with respect to state court proceedings arising from this Agreement, and the Middle District of Florida (Tampa Division) for federal district court proceedings arising from this Agreement, and any appellate court from any thereof. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the Sixth Judicial Circuit of the State of Florida, in and for Pinellas County, Florida, with respect to state court proceedings arising from this Agreement, and the Middle District of Florida (Tampa Division) for federal district court proceedings arising from this Agreement. Each party agrees that a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
4. Binding Effect. This Agreement shall bind and inure to the benefit of the parties hereto, and their respective heirs, personal representatives, successors, and assigns.

(DM

GL

IN WITNESS WHEREOF, this Agreement has been executed as of the date stated above.

WITNESSES:
Colleen Muhrlin

WITNESSES:

National Exemption Service, LLC

By: Gerald Baker 6/21/2022
4FA862149445473...

Gerald P. Baker, President

Owner

By: Dana Maddox 6/21/2022
DocuSigned by: Dana Maddox

Print: Dana Maddox

Its: Regional Manager

OFFICIAL COPY

Mar 04 2024



Addendum to Service Agreement

Hawthorne at St. Marks (fka The Pointe at Saint Marks)
1094 Foreman Lane
Burlington, NC 27315

This Addendum is created and incorporated into the Service Agreement (Exhibit A) previously entered into on June 21, 2022, by and between Richard Kern ("Owner") and National Exemption Service, LLC ("NES").

Transfer of Property: Ownership of the improved real property now known as Hawthorne at St. Marks was transferred to Hawthorne-Midway St. Marks, LLC ("New Owner") on, or about, December 15, 2023, and the rights and responsibilities of Owner under the Agreement are being assumed by New Owner. This includes, but is not limited to, providing access to property management software, the duties of providing monthly Rent Roll, billing of monthly submetering water usage, and any additional terms outlined in the original Service Agreement.

Acknowledgement of Transfer: It is hereby agreed that on, or about, December 15, 2023, I/we assumed and took over the responsibilities (financial and otherwise) of the duties, terms, conditions, and accountabilities with the Agreement for the Property known as Hawthorne at St. Marks (fka The Pointe at Saint Marks), 1094 Foreman Lane, Burlington, NC 27315 and consisting of 183 units.

I hereby acknowledge below by signing on the line provided and confirm the information listed above factually depicts the transfer of the Service Agreement and understanding of all terms and conditions therein contained.

IN WITNESS WHEREOF, this Addendum has been executed as of the date stated below.

National Exemption Service, LLC

By: _____
Gerald P. Baker, President

New Owner: Hawthorne-Midway St. Marks, LLC

Federal Employer ID Number: 93-4118614__

By: Denielle Swinarski

Print: Denielle Swinarski

Title: DirectorPropertyTransitions

Dated: _____

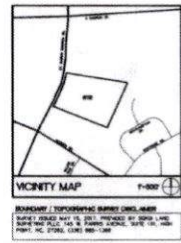
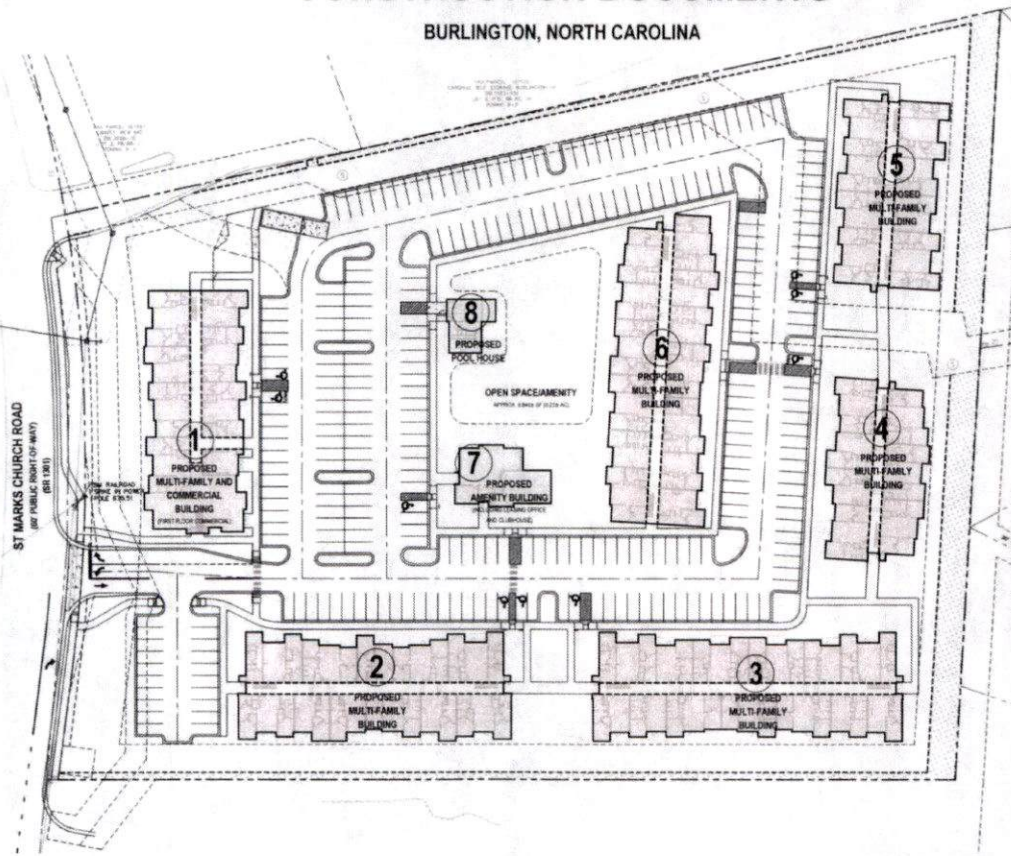
Dated: 12/20/23

Witness: _____

Witness: Tiffany Duggan

ST. MARKS CHURCH ROAD MULTI-FAMILY CONSTRUCTION DOCUMENTS

BURLINGTON, NORTH CAROLINA



GENERAL NOTES
ALL CONSTRUCTION TO BE IN ACCORDANCE WITH ALL CITY OF BURLINGTON
CONSTRUCTION SPECIFICATIONS AND STANDARD DETAILS, LATEST EDITION.

- SHEET LIST**
- C-000 - OVERALL PROJECT PLAN
 - C-100 - DEMOLITION PLAN
 - C-200 - DIMENSION CONTROL PLAN
 - C-300 - EROSION CONTROL PLAN PHASE 1
 - C-301 - EROSION CONTROL PLAN PHASE 2
 - C-400 - GRADING AND DRAINAGE PLAN
 - C-401 - STORM DRAINAGE SCHEDULES
 - C-402 - DRAINAGE AREA MAP
 - C-403 - PRE + POST DEVELOPMENT MAP
 - C-500 - UTILITY PLAN
 - C-501 - SANITARY SEWER EXTENSION PROFILES
 - L-600 - PLANTING PLAN
 - C-700 - SITE DETAILS
 - C-701 - SITE DETAILS
 - C-702 - SITE DETAILS
 - C-703 - SITE DETAILS
 - C-704 - SITE DETAILS
 - C-705 - SITE DETAILS



- CONTRACTOR IS FULLY RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND ASSURING THAT EXISTING UTILITIES ARE LOCATED PRIOR TO CONSTRUCTION.
- CONTRACTOR IS RESPONSIBLE FOR PLACING BARRICADES LONGER THAN 10' IN LENGTH AND NECESSARY TO BEAR SAFETY TO THE PUBLIC.
- ALL EXISTING UTILITIES SHALL BE DEPTH AND BE IN ACCORDANCE WITH THE CITY OF BURLINGTON'S RECORD DRAWINGS OF UTILITIES, CITY OF BURLINGTON (CITY) RECORDS.
- SHALL BE IN ACCORDANCE TO DESIGN STANDARDS PART TWO, SECTION 1.0, OF THE SPECIFICATIONS.



**BURLINGTON
ST. MARKS, LLC**
3807 N ELM STREET
GREENSBORO, NC 27405
(336) 844-7919

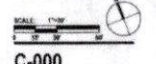
**ST. MARKS
CHURCH ROAD
MULTI-FAMILY**
1172 ST. MARKS CHURCH ROAD
BURLINGTON, NC 27215

OVERALL PROJECT PLAN

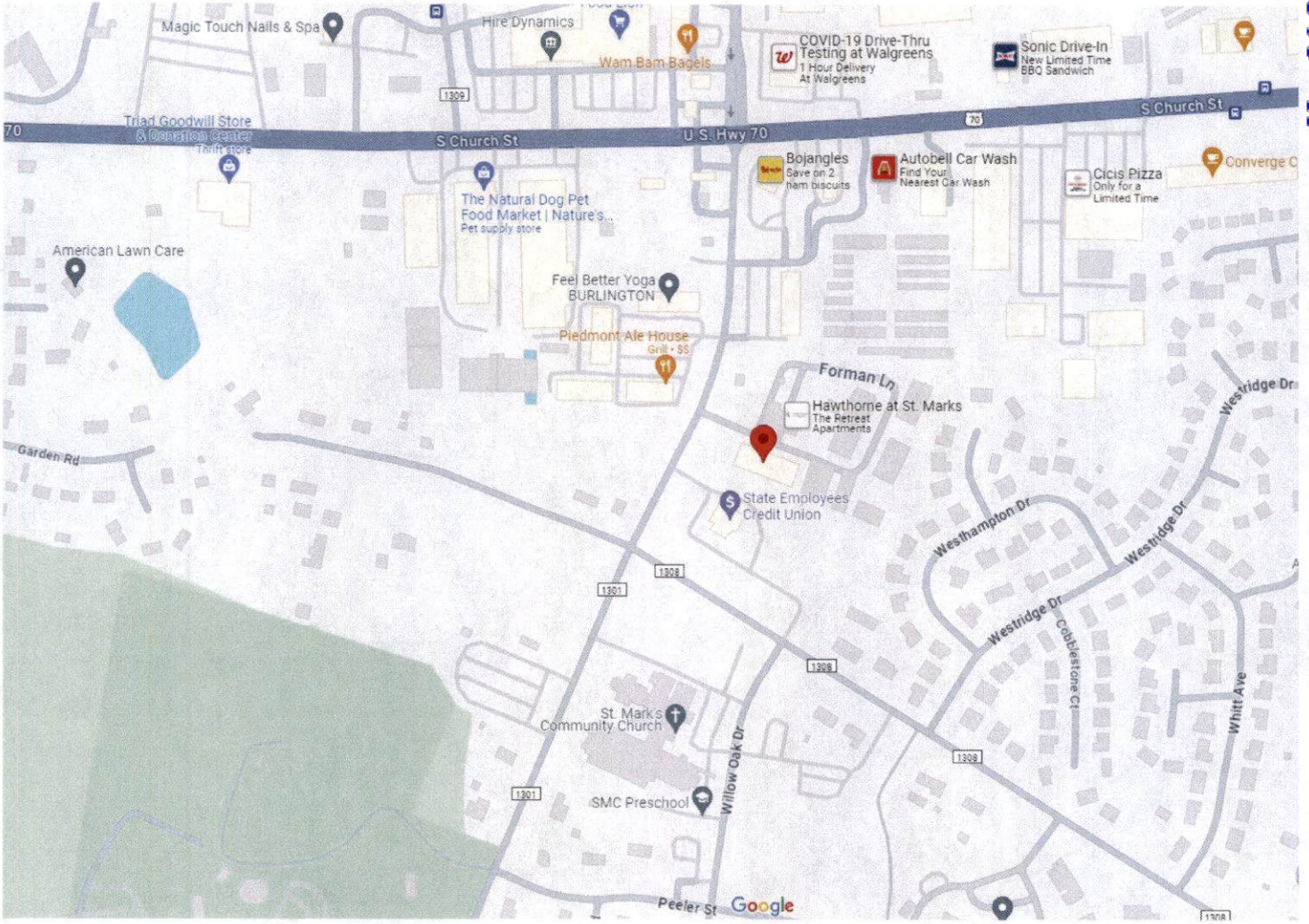
Project No.
4567
Issued
03/05/18

CONSTRUCTION DOCUMENTS

Revised
03/05/18



C-000



Water and Sewer Rates

Water Inside Corporate City Limits

1,000 gallons/month minimum	\$4.54 per 1,000
1,001 - 10,000 gallons	\$4.54 per 1,000
10,001 - 100,000 gallons	\$4.10 per 1,000
*100,001 - 1,000,000 gallons	\$3.62 per 1,000
All over 1,000,000 gallons	\$2.27 per 1,000

*Lowest rates offered to municipalities per contract

WATER OUTSIDE OF CORPORATE CITY LIMITS

Double the rate of water inside City limits (above).

Sewer Inside Corporate City Limits

1,000 gallons/month minimum	at \$5.58 per 1,000
1,001 - 10,000,000 gallons	at \$5.58 per 1,000
All over 10,000,000 gallons	at \$3.49 per 1,000